



CITY OF MILPITAS

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

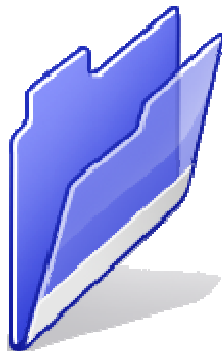
GENERAL INFORMATION: 408-586-3000, www.ci.milpitas.ca.gov

02/07/2017

Agenda Item No. *21



ATTACHMENT RELATED TO AGENDA ITEM AFTER AGENDA PACKET DISTRIBUTION



AMENDMENT No 1 TO
CONSULTING SERVICES AGREEMENT BETWEEN THE CITY AND WEST
YOST AND ASSOCIATES

This Amendment is entered into this 7th day of February, 2017, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and West Yost Associates, Inc., a California Corporation (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, on October 3, 2017, the parties entered into an agreement entitled "Consulting Services Agreement between the City of Milpitas and West Yost & Associates" for professional services in the amount of One Hundred Thousand Dollars (\$100,000) (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to increase the dollar amount by Seventy Five Thousand Dollars (\$75,000), for a new total of One Hundred Seventy Five Thousand Dollars (\$175,000), and to extend the term from February 28, 2017 to **April 30, 2017**, to allow CONSULTANT to continue to serve as the Interim City Engineer.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is hereby amended to read as follows:

Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on **April 30, 2017**, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8"

2. Section 2, entitled "Compensation" is hereby amended to read as follows:

COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed One Hundred Seventy Five Thousand Dollars (\$175,000) for all services to be performed during the term of this Agreement and any reimbursable costs approved in advance by the City Manager and incurred during the term and under the scope of this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's

estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **October 3, 2016** between **West Yost and Associates** and the **City of Milpitas**. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
4. All other provisions of the Agreement unchanged by this Amendment No. 1 shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Jeffrey D. Pelz, Vice-President

APPROVED AS TO FORM:
Number

Taxpayer Identification

68-0370826

Christopher J. Diaz, City Attorney

Corporate Entity Number

1956281

EXHIBIT A

SCOPE OF SERVICES FOR CITY ENGINEER

DEFINITION

To plan, organize, direct and oversee the activities and operations of the Engineering Department. The Engineering Department includes the areas of land development, traffic, design, utilities, solid waste, storm and sewer and inspection. This position will formulate policy, develop goals and objectives, supervise staff and administer the department's budget; performs professional civil engineering work; and performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

- ☐ Receives administrative direction from the City Manager.
- ☐ Exercises direct and indirect supervision over professional, technical, maintenance and office administrative positions.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Plan, organize, direct and manages the Engineering Department activities, programs and projects including consultant contract administration and engineering design, development, survey, construction and inspection for the City; includes oversight of the areas of engineering, land development, traffic, design, utilities, solid waste, storm and sewer and inspection.

Participate in the development and implementation of both short-range and long-range goals, objectives, policies, and procedures relative to public works engineering activities and maintenance operations.

Resolve work problems and interpret administrative policies for subordinates, other departments, and the public.

Administer contracts for the construction of municipal buildings and other related activities. Determine scope of engineering projects, review plans of private contractors, make technical engineering decisions, and establish technical criteria and standard.

Manage, oversee and participate in the preparation and administration of the Capital Improvement Program.

Represent the Engineering Department at City Council, local and regional commission meetings. CITY OF MILPITAS City Engineer

Propose and review developer conditions; negotiate development conditions; meet and discuss City requirements with developers, contractors, and engineers.

Prepare and administer the division budget; authorize all requisitions and payments within the division.

Prepare and present engineering recommendations to the City Council after considering alternatives, advisability, and conformance of proposals with applicable codes, rules, regulations, and the law.

Coordinate engineering activities with other City departments and with outside agencies. Prepare a variety of reports, correspondence and special studies.

Respond to complex citizen inquiries and complaints.

Supervise, coordinate, and review all staff activities.

Provide professional and technical staff assistance.

Review and approve Engineering drawings.

Perform related duties as assigned.

EXHIBIT B
COMPENSATION SCHEDULE

2017 Billing Rate Schedule

(Effective January 1, 2017 through December 31, 2017)*

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$273
Engineering/Scientist/Geologist Manager I / II	\$251 / \$263
Principal Engineer/Scientist/Geologist I / II	\$229 / \$243
Senior Engineer/Scientist/Geologist I / II	\$205 / \$215
Associate Engineer/Scientist/Geologist I / II	\$182 / \$195
Engineer/Scientist/Geologist I / II	\$147 / \$170
Engineering Aide	\$83
Administrative I / II / III / IV	\$75 / \$94 / \$114 / \$126
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$250 / \$260
Principal Tech Specialist I / II	\$230 / \$240
Senior Tech Specialist I / II	\$210 / \$220
Senior GIS Analyst	\$200
GIS Analyst	\$189
Technical Specialist I / II / III / IV	\$130 / \$150 / \$170 / \$190
CAD Manager	\$159
CAD Designer I / II	\$123 / \$138
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$261
Construction Manager I / II / III / IV	\$159 / \$170 / \$182 / \$227
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$138 / \$153 / \$170 / \$177
Apprentice Inspector	\$125
CM Administrative I / II	\$68 / \$91

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually